



08-CV-01103-CMP

**KEITH D. KARNES**, WSBA #35000  
 kkarnes@olsendaines.com  
 Olsen, Olsen & Daines  
 1599 State St.  
 Salem, OR 97309-0829  
 Telephone (503) 362-9393  
 Facsimile (503) 362-1375

FILED  
 LODGED  
 RECEIVED

MAIL

JUL 21 2008

AT SEATTLE  
 CLERK U.S. DISTRICT COURT  
 WESTERN DISTRICT OF WASHINGTON  
 DEPUTY

IN THE UNITED STATES DISTRICT COURT  
 FOR THE WESTERN DISTRICT OF WASHINGTON  
 AT SEATTLE

CAROLYN KENNEY,

Plaintiff,

v.

EXPERIAN INFORMATION  
 SOLUTIONS, INC., TRANS UNION,  
 LLC., ASSOCIATED CREDIT  
 SERVICES, INC, and THE  
 CORVALLIS CLINIC, P.C.,

Defendants.

Case No:

**C 08-1103** RAJ

COMPLAINT FOR VIOLATIONS OF  
 FAIR CREDIT REPORTING ACT, and  
 FAIR DEBT COLLECTION  
 PRACTICES ACT, and CONSUMER  
 PROTECTION ACT, and  
 DEFAMATION, and INVASION OF  
 PRIVACY

DEMAND FOR JURY TRIAL

JURISDICTION

1. Jurisdiction of this Court arises under 28 U.S.C. § 1331 and pursuant to 15 U.S.C. §1692k(d), and pursuant to 28 U.S.C. § 1367 for supplemental state law claims.

INTRODUCTION

2. Plaintiff Carolyn Kenney ("Kenney") has suffered economic harm and mental anguish resulting from defendants repeated violations of various federal and state laws.

3. Defendants, in an attempt to collect and report a debt Kenney does not owe, have negligently and maliciously damaged Kenney's reputation and credit, making it difficult to obtain insurance and impossible to refinance her home, among other injuries.

1 COMPLAINT

Olsen, Olsen & Daines, LLC  
 PO Box 12829  
 Salem, OR 97309-0829  
 Telephone (503) 362-9393  
 Facsimile (503) 362-1375

Sum. Iss. SE A/9252

PARTIES

4. Plaintiff, Carolyn Kenney, is a natural person who resides in the City of Lynnwood, State of Washington, and is a "consumer" as that term is defined by 15 U.S.C. § 1681a(c).

5. Defendants Experian Information Solutions Inc. ("Experian") and Trans Union, LLC ("Trans Union") are consumer reporting agencies as defined by 15 U.S.C. § 1681a(f).

6. Defendant Associated Credit Services, Inc. ("Associated Credit") is a debt collector as defined under 15 U.S.C. § 1692a(6) and a furnisher of credit information.

7. Defendant The Corvallis Clinic, P.C. ("Corvallis Clinic") is an Oregon corporation doing business in the state of Oregon.

COMMON FACTUAL ALLEGATIONS

8. Plaintiff visited Defendant Corvallis Clinic once and paid for the services that she received. Corvallis Clinic then treated another patient, and posted those charges to Plaintiff's account. The wrongly posted debt was then sold, assigned, or otherwise transferred to Defendant, Associated Credit, who started reporting the account to the national credit bureaus without notifying the Plaintiff that the debt was owed. Plaintiff first discovered the collection when she attempted to refinance her condominium. Plaintiff was denied credit on several occasions because Defendants refusal to correct the information being reported by the Defendants. Defendants Experian and Trans Union repeatedly claimed to verified this false information from Associated Credit.

9. In 2006 and 2007, Experian and Trans Union reported false and derogatory information regarding Kenney in her credit reports.

10. Kenney repeatedly disputed the accuracy of the false and derogatory information in her credit reports.

11. Experian and Trans Union continued to report false information regarding plaintiff.

12. On information and belief, Experian and Trans Union failed to follow reasonable  
2 COMPLAINT

1 procedures to assure the maximum possible accuracy of information reported by Experian and  
2 Trans Union relating to Kenney, including but not limited to reporting false credit information  
3 in Kenney's credit reports.

4 13. On information and belief, Experian and Trans Union failed to comply with the  
5 reinvestigation requirements of the Fair Credit Reporting Act, including but not limited to  
6 failing to consider all relevant information Experian and Trans Union received from Kenney,  
7 failing to provide all relevant information Experian and Trans Union received from Kenney to  
8 Associated Credit, and failing to delete information which was incorrect, incomplete, or which  
9 could not be verified.

10 14. In 2006 and 2007, Associated Credit reported false information regarding  
11 Kenney to one or more national credit reporting agencies.

12 15. Associated Credit reported false information to the national credit reporting  
13 agencies, including but not limited to false account balances, false late payments, and/or false  
14 status codes.

15 16. Associated Credit failed to update the information it reported to the national  
16 credit reporting agencies to show the account in dispute was not owed by the Kenney.

17 17. Upon information and belief, Experian and Trans Union communicated  
18 plaintiff's disputes to Associated Credit.

19 18. Associated Credit failed to conduct a reasonable reinvestigation of the disputed  
20 account information, resulting in the false and derogatory information continuing to be reported  
21 in plaintiff's credit reports.

22 TRIAL BY JURY

23 19. Plaintiff is entitled to and hereby respectfully demands a trial by jury. US Const.  
24 amend. 7. Fed. R. Civ. Pro. 38.

25 CAUSES OF ACTION

26 COUNT I.

27 VIOLATIONS OF THE FAIR CREDIT REPORTING ACT

28 3 COMPLAINT

15 U.S.C. § 1681 *et seq.*

20. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

21. Experian and Trans Union negligently and willfully failed to comply with the requirements imposed under the FCRA, including but not limited to failing to follow reasonable procedures to assure maximum possible accuracy of the information in consumer reports, as required by 15 U.S.C. § 1681e(b); and, failing to comply with the reinvestigation requirements in 15 U.S.C. § 1681i.

22. Associated Credit negligently and willfully failed to comply with the requirements imposed under the FCRA, including but not limited to reporting information with actual knowledge of errors, as prohibited by 15 U.S.C. § 1681s-2(a)(1)(A); and, reporting information after notice and confirmation of errors, as prohibited by 15 U.S.C. § 1681s-2(a)(1)(B).

23. As a result of defendants' violations of the FCRA, plaintiff has suffered and continues to suffer damages, including denials of credit, lost opportunity to receive credit, damage to reputation, worry, distress, frustration, embarrassment, invasion of privacy, humiliation, and other damages in an amount to be determined by the jury, pursuant to 15 U.S.C. § 1681o(a)(1).

24. Plaintiff is entitled to punitive damages against each and every defendant in an amount to be determined by the Court, pursuant to 15 U.S.C. § 1681n(a)(2).

25. Plaintiff is entitled to the costs of the action and reasonable attorney's fees against each and every defendant as determined by the court, pursuant to 15 U.S.C. § 1681o(a)(2).

## COUNT II.

## VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT

15 U.S.C. § 1692 *et seq.*

## (Associated Credit)

26. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

27. The foregoing acts and omissions of Associated Credit constitute numerous and multiple violations of the FDCPA including, but not limited to, 15 U.S.C. § 1692d, 1692e,

4 COMPLAINT

1 1692e(2), 1692e(4), 1692e(5), 1692e(10), and 1692f(1).

2 28. As a result of Associated Credit's violations of the FDCPA, plaintiff is entitled to  
3 actual damages pursuant to 15 U.S.C. § 1692k(a)(1); statutory damages in an amount up to  
4 \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A); and, reasonable attorney's fees and costs  
5 pursuant to 15 U.S.C. § 1692k(a)(3).

6 COUNT III.

7 CONSUMER PROTECTION ACT

8 RCW 19.86 *et seq.*

9 (Associated Credit and the Corvallis Clinic)

10 29. Plaintiff incorporates by reference all of the above paragraphs of this Complaint  
11 as though fully stated herein.

12 30. Associated Credit and the Corvallis Clinic engaged in unfair and deceptive  
13 businesses, which constitutes a violation of RCW 19.86.020.

14 31. As a result of Associated Credit and the Corvallis Clinic's unfair and deceptive  
15 business practices, plaintiff is entitled the reasonable attorney's fees and treble damages not to  
16 exceed \$10,000, pursuant to RCW 19.86.090.

17 COUNT IV.

18 DEFAMATION

19 (Corvallis Clinic)

20 32. Plaintiff incorporates by reference all of the above paragraphs of this Complaint  
21 as though fully stated herein.

22 33. Corvallis Clinic publically, maliciously, and falsely defamed plaintiff, causing  
23 injury to plaintiff.

24 34. As a result of Corvallis Clinic's defamation, plaintiff has suffered and continues  
25 to suffer damages, including denials of credit, lost opportunity to receive credit, damage to  
26 reputation, worry, distress, frustration, embarrassment, invasion of privacy, humiliation, and  
27 other damages in an amount to be determined by the jury.

28  
5 COMPLAINT

COUNT V.

INVASION OF PRIVACY

(Corvallis Clinic)

35. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

36. Corvallis Clinic placed plaintiff in a false light and intentionally intruded into the private affairs of plaintiff by publishing false information concerning the plaintiff.

37. As a result of Corvallis Clinic's invasion of plaintiff's privacy, plaintiff has suffered and continues to suffer damages, including denials of credit, lost opportunity to receive credit, damage to reputation, worry, distress, frustration, embarrassment, invasion of privacy, humiliation, and other damages in an amount to be determined by the jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that judgment be entered against defendants for:

COUNT I.

VIOLATIONS OF THE FAIR CREDIT REPORTING ACT

15 U.S.C. § 1681 *et seq.*

for an award of actual damages to be determined by the jury, pursuant to 15 U.S.C. § 1681o(a)(1), against each and every defendant;

for an award of punitive damages in an amount to be determined by the Court, pursuant to 15 U.S.C. § 1681n(a)(2), against each and every defendant;

for an award of costs of litigation and reasonable attorney's fees, pursuant to 15 U.S.C. § 1681o(a)(2), against each and every defendant;

COUNT II.

VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT

15 U.S.C. § 1692 *et seq.*

(Associated Credit)

for an award of actual damages to be determined by the jury, pursuant to 15 U.S.C. §

1 1692k(a)(1), against Associated Credit;

2 for an award of statutory damages of up to \$1,000.00 as the Court may allow, pursuant  
3 to 15 U.S.C. §1692k(a)(2)(A), against Associated Credit;

4 for an award of costs of litigation and reasonable attorney's fees as determined by the  
5 Court, pursuant to 15 U.S.C. § 1692k(a)(3), against Associated Credit;

6 COUNT III.

7 CONSUMER PROTECTION ACT

8 RCW 19.86 *et seq.*

9 (Associated Credit and Corvallis Clinic)

10 for an order enjoining Associated Credit and Corvallis Clinic from further violations of  
11 the Consumer Protection Act;

12 for an award of actual damages, pursuant to RCW 19.86.090, against Associated Credit  
13 and Corvallis Clinic;

14 for an award of the costs of the suit including a reasonable attorney's fee, pursuant to  
15 RCW 19.86.090, against Associated Credit and Corvallis Clinic;

16 for an award of treble damages not to exceed \$10,000, pursuant to RCW 19.86.090,  
17 against Associated Credit and Corvallis Clinic, to be determined by the Court;

18 COUNT IV.

19 DEFAMATION

20 (Corvallis Clinic)

21 for an award of actual damages in an amount to be determined by the jury, against  
22 Corvallis Clinic;

23 for an award of costs of litigation and reasonable attorney's fees to be determined by the  
24 Court, against Corvallis Clinic;

25 for an award of punitive damages in an amount to be determined by the jury; against  
26 Corvallis Clinic;

27 COUNT V.

INVASION OF PRIVACY

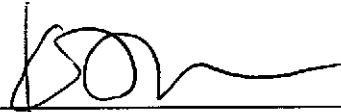
(Corvallis Clinic)

for an award of actual damages in an amount to be determined by the jury, against  
Corvallis Clinic;

for an award of costs of litigation and reasonable attorney's fees to be determined by the  
Court, against Corvallis Clinic;

for an award of punitive damages in an amount to be determined by the jury; against  
Corvallis Clinic;

DATED: July 2, 2008



**KEITH D. KARNES**, WSB No.35000  
kkarnes@olsendaines.com  
Olsen, Olsen & Daines  
1599 State St.  
Salem, OR 97309-0829  
Telephone (503) 362-9393  
Facsimile (503) 362-1375

Attorneys for Plaintiff